



direct car excess
insurance

Car Hire Excess Insurance Policy Wording

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POLICY DOCUMENT

SECTION 1 - INTRODUCTION

About your Insurance

Welcome to your Direct Car Excess Insurance **policy** document.

Please note: terms shown in bold in this **policy** have the meanings given to them in the “Definitions” section.

This **policy** document is only valid when issued in conjunction with a Direct Car Excess **policy schedule** and provided the required insurance **premium** has been paid.

The following cover is provided for each **insured person**. It is important that **you** refer to the individual sections of cover for full details of what **you** are entitled to should **you** need to make a claim.

The sections of cover included within **your policy** will depend upon the **geographical limits** for which **you** have purchased cover. These **geographical limits** will be shown on **your policy schedule**.

Table of Benefits for Excess Cover

Section	Cover	Maximum Sum Insured	
		Per Claim (up to)	Per Period of Insurance
A	Accidental Damage , Theft & Loss of Use, Fire, Vandalism and Administration Charges	£6,000	£7,000
B	Car Rental Keys	£500	£2,000
C	Baggage Single Item Limit	£300 per person £150	Unlimited
D	Towing	£1,000	£1,500
E	Misfuelling	£500	£1,000

Please take the time to read **your policy** documentation carefully. If any of the information on which this insurance is based is incorrect, or changes, or if **you** have any questions or there is anything that **you** do not understand, please contact Direct Car Excess on 0333 323 0208.

This **policy** is sold and administered by Riverside Underwriting Limited on behalf of American International Group UK Limited.

Riverside Underwriting Limited is registered in England under company number 06201617. Riverside Underwriting Limited's registered address is Bryant House, Bryant Road, Rochester, Medway, ME2 3EW. Riverside Underwriting is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 466942). This can be checked by visiting the Financial Services Register (register.fca.org.uk).

Direct Car Excess Insurance is a trading name of American International Group UK Limited. This insurance is underwritten by American International Group UK Limited. American International Group UK Limited is registered in England under company number 10737370. American International Group UK Limited's registered office is The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

American International Group UK Limited is a member of the Association of British Insurers.

American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 781109). This can be checked by visiting the Financial Services Register (register.fca.org.uk).

This **policy** wording along with **your policy schedule** detail and explain what **you** are covered for and what **you** are not covered for.

We have relied on the information provided to **us** by **you** or on **your** behalf in connection with **our** agreement to provide insurance to **you** and the agreement is based upon that information. For this contract to be valid, all the information given to **us** by **you**, or on **your** behalf, must be true, complete and up to date. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date, **you** must tell **us** as soon as is reasonably possible, as this may affect **your policy** and **your** ability to claim under it.

Please read this **policy** wording to make sure that the cover meets **your** needs and please check the details outlined within **your policy schedule** to make sure that the information shown is correct.

To help **us** prevent fraudulent claims, **we** store **your** personal details on computers, and **we** may transfer them to a centralised system. **We** keep this information in line with the conditions of the **Data Protection Legislation**. Please refer to pages 17-19 for further information.

SECTION 2 - IMPORTANT INFORMATION

Residency

The **policyholder** and all **insured persons** must have their main residence in the **United Kingdom** at the time **you** buy this **policy**.

Residents of the Channel Islands and the Isle of Man must have their main residence in the Channel Islands or Isle of Man respectively.

Period of Insurance

Cover under all sections starts on the first day of the **period of insurance** as shown on **your policy schedule** and when the **rental car** has been collected and is in **your** possession. Cover cannot start if **you** have already collected **your rental car** before the commencement date of **your policy**.

For daily policies

Cover ends at the end of the **period of insurance** as shown on **your policy schedule** or when **you** return the **rental car** to the **car rental company** if earlier.

For annual policies

You are covered for an unlimited number of rentals within the **period of insurance** provided no single **car rental agreement** lasts longer than 62 days.

Age Limits

The **policyholder** and all **insured persons** must be between 21 and 85 years of age at the date of buying this **policy**.

SECTION 3 – DEFINITIONS

We use certain words and expressions in this policy which have a specific meaning, and sometimes the meaning is unique to this policy. These words and their meaning in this policy are shown below and each time one of them is used in the policy, **table of benefits** or **schedule**, the word or expression is shown in bold type. Plural forms of the words defined have the same meaning as the singular form.

Accident - A sudden, unexpected, and specific event, external to the body which occurs at an identifiable time and place.

Accidental damage - A sudden, unexpected and specific event occurring at a definable time and place causing physical damage to the insured **rental car** or any third party property not otherwise specifically excluded from this **policy**.

Benefit - The amounts payable in the **table of benefits** shown on page 2 of the **policy**.

Car rental agreement - The car rental contract for a period of no longer than 62 days signed by the lead named driver (who must be named on **your schedule**) that states the monetary amount for which the lead named driver is responsible.

Commercial Vehicle - Any vehicle considered to be a commercial vehicle including vehicles comprising more than eight seats in addition to the driver's seat, vehicles having a maximum mass exceeding 5 tonnes, vehicles designed and constructed for the carriage of goods and all trailers, ambulances, caravans, tractors, combine harvesters and agricultural vehicles.

Data Protection Legislation means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of personal information, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the European General Data Protection Regulation or GDPR, namely Regulation (EU) 2016/679.

Doctor - A registered medical practitioner who is not **you**, or related to **you**, or works for **you** who is currently registered with the General Medical Council in the United Kingdom (or foreign equivalent) to practise medicine.

Geographical limits - One of the following areas will be shown on **your policy schedule**. No cover is provided for claims arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have hired a car in a specific country or area where, prior to the **car rental agreement** commencing, the Foreign and Commonwealth Office has advised against all (but essential) travel. This describes the area of the world which this **policy** provides cover for you to hire a car:

- **Europe** - The continent of Europe, including the **United Kingdom** and all countries west of the Ural Mountains, islands in the Mediterranean, the Canary Islands, Madeira, Turkey, the Azores and Iceland, but not including Egypt, Israel, Morocco and Tunisia.
- **Worldwide** - Anywhere in the world apart from Cuba, Iran, North Korea, Region of Crimea and Syria.

Gradually operating cause - A cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single **accident**.

Insured person - The **policyholder** who must be the lead driver when hiring a **rental car**. Cover also applies to additional drivers who have been named on **your schedule** who meet the eligibility requirements for this policy and are also named on the **car rental agreement**.

Loss - Permanent, total and irrecoverable loss of use or the permanent and total loss by physical severance, resulting in separation.

Period of insurance - The period specified on **your schedule**.

Personal effects - Items normally worn, used or carried by the **insured person** in daily life, excluding money, credit cards, gift cards, vouchers, stamps or items held or used for business purposes.

Policy - This insurance document setting out the terms and conditions of the insurance which together with **your schedule** forms **your** legal contract of insurance.

Policyholder - The person who applied and paid for this **policy** who is shown on **your schedule** and named as the lead driver on the **car rental agreement**.

Premium - The amount the **policyholder** agrees to pay **us** in return for the entitlements and benefits under this **policy** as stated on **your schedule**.

Rental car - Any car, except any vehicle excluded under clause 4 of the general exclusions in Section 5 on page 9 of this **policy**, rented under the **car rental agreement** on a daily or weekly basis from a **rental company**.

Rental Company - A car rental company or agency, which must be fully licensed with the regulatory authority of the country, state or local authority in which the car rental company or agency operates.

Schedule - The schedule issued to **you**.

Table of benefits - The section of this document that describes the policy limits

United Kingdom/UK - England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

You/Your - The **insured person(s)**

War - Military action, either between nations or resulting from civil war or revolution.

We/Us/Our - American International Group UK Limited.

SECTION 4 – WHAT IS COVERED

Section A – Accidental Damage, Theft & Loss of Use, Vandalism and Administration Charges

We will pay up to the amount shown in the **table of benefits** for:

- the excess for which **you** are liable to pay under the terms of the **car rental agreement** as a result of:
 - **accidental damage**;
 - fire;
 - vandalism;
 - theft;
- damage to **your rental car's** windows and tyres, the undercarriage and the roof; and
- administration charges levied by the **rental company** in relation to the damage.

What **you** are not covered for under Section A

1. Any claim where the **policyholder** has not accepted the **rental company's** insurance (Collision Damage Waiver) at the rental counter or where insurance (Collision Damage Waiver) is not included in the total price of the **car rental agreement**.
2. Any claim arising from theft, attempted theft or vandalism which is not reported to an appropriate police authority as soon as reasonably possible following discovery of the theft, attempted theft or vandalism or where an official police report has not been obtained.
3. Any collision which is not reported to an appropriate police authority as soon as reasonably possible or where an official police report has not been obtained, if required by local law.

Section B - Car Rental Keys

We will pay up to the amount shown in the **table of benefits** for:

- the cost of replacing a lost, stolen or damaged **rental car** key;
- the cost of replacement locks; and
- locksmith charges.

What **you** are not covered for under Section B

1. Any claim where the **policyholder** has not accepted the **rental company's** insurance (Collision Damage Waiver) at the rental counter or where insurance (Collision Damage Waiver) is not included in the total price of the **car rental agreement**.

2. Any claim arising from theft which is not reported to an appropriate police authority as soon as reasonably possible following discovery of the theft or where an official police report has not been obtained.
3. Any loss which is not reported to an appropriate police authority as soon as reasonably possible or where an official police report has not been obtained, if required by local law.

Section C – Baggage

We will pay each **insured person** up to the amount shown in the **table of benefits** for loss of or damage to baggage and/or **personal effects** as a result of theft or attempted theft following visible and forcible entry into the **rental car**, provided that such theft or attempted theft is proved and that the baggage and/or **personal effects** were at the time of the theft or attempted theft secured in the **rental car** in either a locked boot or out of sight in a glove box or luggage compartment.

What **you** are not covered for under Section C

1. Any claim which is not reported to an appropriate police authority as soon as reasonably possible following discovery of the theft or where an official police report has not been obtained.
2. Claims arising due to an unauthorised person fraudulently using **your** credit or debit cards.
3. Claims where **you** are unable to provide receipts or other reasonable proof of ownership wherever possible for the items being claimed.
4. Cosmetic damage unless the item has become unusable as a result of this.

Section D – Towing

We will pay up to the amount shown in the **table of benefits** for towing charges if not covered under the terms of the **car rental agreement**.

Please note: If the **rental car** needs to be towed, **you** should contact the **rental company** in the first instance as these costs may already be covered under the terms of the **car rental agreement**.

Section E – Misfuelling

We will pay up to the amount shown in the **table of benefits** for costs incurred for cleaning out the engine and fuel system in the event that **you** put the wrong type of fuel in **your rental car**.

SECTION 5 – WHAT IS NOT COVERED

General exclusions apply to all sections of this **policy**. In addition to these general exclusions, please also refer to ‘What **you** are not covered for’ under each **policy** section as this sets out further exclusions which apply to certain sections.

We will not cover the following:

1. Any claim where the required **premium** has not been paid in full.
2. Any claim incurred outside of the **period of insurance**.
3. Any claim incurred by drivers:
 - (i) who are not named on the **car rental agreement**
 - (ii) who are under 21 years of age or over 85 years of age
 - (iii) who do not hold a full driving licence issued in the **UK**, European Economic Area (EEA) or Switzerland which is valid in the country of hire
 - (iv) whose main residence is located outside the **UK**.
4. Any claim arising from the rental of:
 - (i) any vehicle other than the **rental car** (as specified on the **car rental agreement**)
 - (ii) motor homes, camper vans, trailers or caravans, trucks, **commercial vehicles**, goods carrying vans, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles and passenger vans and vehicles with more than 9 seats
 - (iii) any vehicle which has a retail value when new in excess of £60,000 or has a 0-62mph (0-100kph) time of less than 7.5 seconds
 - (iv) any vehicle which is over 20 years old.
5. Any claim arising from **you** being involved in any deliberate, malicious or reckless act.
6. Any claim arising from the operation of the **rental car** in violation of the terms of the **car rental agreement**.
7. Any claim arising whilst driving in violation of the road laws of the country of hire.
8. Any claim occurring while driving off-road other than on a properly maintained private road.
9. Travelling in a **rental car** without a current and valid test certificate, a **rental car** in an un-roadworthy condition at the time of the **accident** or where there is no motor insurance covering the **rental car**.
10. Any claim arising where the **rental car** is used in, or training for, racing competitions, trials, rallies or speed testing.
11. Any claim arising out of driving as **your** occupation or profession or rentals for business use or commuting to and from your place of work.

12. Damage to the **rental car's** interior unless the damage is as a result of an accidental collision, fire, theft or vandalism.
13. Any claim arising from wear and tear, gradual deterioration, insect or vermin, hidden defect or inherent damage of the **rental car**.
14. Any claim as a result of mechanical or electrical breakdown, other than towing costs.
15. Claims where the claims notification has not been made by **you** as soon as reasonably practicable after the event which causes **you** to submit a claim (see pages 13-14 for how to make a claim).
16. Any claim arising from:
 - (i) deliberately self-inflicted injury or illness;
 - (ii) the **insured person** who is in charge of the **rental car** and under the influence of, or being affected by, a drug(s) or use of drugs other than in accordance with the manufacturer's instruction or as prescribed and directed by a registered **doctor** at the time the **accident** occurs;
 - (iii) the **insured person** who is in charge of the **rental car** and under the influence of, or being affected by, the use of drugs for the treatment of a drug addiction;
 - (iv) the use of any illegal drugs or substances;
 - (v) the misuse of a solvent or solvents by inhalation; or
 - (vi) deliberate or reckless exposure to danger (except in an attempt to save human life).
17. Any claim where **your** blood/urine alcohol level is above the legal limit stated in the UK Road Traffic Act(s) or the equivalent in the territory where the **accident** occurred whilst **you** are in charge of the **rental car**.
18. Any indirect losses, costs, charges or expenses (meaning losses, costs, charges or expenses which are not listed in sections A to E). For example, any overnight hotel and food expenses in the event **you** are left waiting for **your rental car** to be **towed**, unless the claim relates to legal liability.
19. Any claim for interest, credit card, commission or currency conversion fees.
20. Any claim arising from any journey outside of the **geographical limits**.
21. Any claim arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have hired a car in a specific country or area where, prior to the trip commencing, the Foreign and Commonwealth Office has advised against all (but essential) travel.
22. Any claim if **you** or any person likely to be involved in a claim are on any official government or police database of suspected or actual terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons.

23. Any expenses assumed, waived or paid by the **rental company** or its insurers.
24. Expenses reimbursed by **your** employer's insurer.
25. Any claim arising from property that has been confiscated, destroyed or seized by any government or public entity.
26. Benefits payable under any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the foregoing in any territory or jurisdiction.
27. Any obligation for which **you** may be held liable under any employment law, disability benefits or unemployment law or any similar law.
28. Any claim arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.
29. Any claim which, but for the existence of this **policy**, should be recoverable under any other insurance policy.
30. Any claim arising from, or in connection with, any fraudulent, dishonest or criminal act committed by **you** or any person with whom **you** are in collusion (including loss or damage arising from, or in connection with, transporting contraband or illegal trade).
31. Any claim due to :
 - (i) smoke, lightning, wind, earthquake, volcanic eruption, tidal wave, landslide, hail, vermin or insects;
 - (ii) mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure, unless such failure results in an accidental collision;
 - (iii) pressure waves from aircraft or other aerial devices travelling at supersonic speeds;
 - (iv) ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel; or
 - (v) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
32. Any claim resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:
 - (i) **war**, invasion, acts of foreign enemies, hostilities, or warlike operations (whether **war** is declared or not), civil war, mutiny, riot, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition by or under the order of any Government or public or local authority;
 - (ii) any act of terrorism, meaning an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons,

whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

SECTION 6 - GENERAL CONDITIONS

The following conditions apply to all sections of this insurance.

1. When completing an application for this **policy**, or to vary or renew this **policy**, **you** must take reasonable care to ensure that **you** respond fully and accurately to any questions or requests for information **we** may make. This information **you** provide to **us** may affect **our** ability to renew, or vary **your** coverage under this **policy** or the terms on which **we** are able to provide renewal or variation. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date **you** must tell **us** as soon as is possible as this may affect **your policy** and **your** ability to claim under it.
2. To receive cover under this **policy**, the **policyholder** must be named as the lead driver on the **car rental agreement**.
3. This **policy** is non-transferable or assignable unless agreed by **us** in writing.
4. **You** must take all reasonable precautions to protect the **rental car** against loss and shall use the **rental car** in accordance with the **car rental agreement** terms and conditions.
5. The **benefits** detailed in this **policy** are only payable to **you** or **your** legal representative and any claim may only be presented by **you** or **your** legal representative.
6. Any fraud, deliberate dishonesty or deliberate hiding of information connected with the **policyholder's** application for this **policy** or in connection with a claim will make this **policy** invalid. In this event, **we** will not refund any **premium** and **we** will not consider for payment any claims which have not already been submitted to **us**. Where claims have been made by **insured persons** (other than the **policyholder**) under this **policy**, but remain unpaid, prior to the discovery of the fraud, deliberate dishonesty or deliberate hiding of information where the **insured person** making the claim had no involvement in it, such claims will be considered for payment in the usual way.
7. Any fraud, deliberate dishonesty or deliberate hiding of information by an **insured person** at any time will make this **policy** invalid so far as it concerns cover for that **insured person**. If this happens, the **insured person** will lose any **benefit** due to them.
8. If any claim is found to be fraudulent, or if **you** give misleading information when making a claim, the claim may be declined in part or in full and **you** shall forfeit all entitlements and **benefits** under this **policy**. No refund of **premium** will be allowed

and **we** may inform the police, government or other regulatory bodies in these circumstances.

9. In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** legal right to pursue that third party. **You** shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **We** will pay any costs or expenses involved in exercising **our** right against such third party.
10. All claims must be notified as soon as is reasonably possible after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in **you** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.
11. Only **you** (or **your** executor or personal representative in the event of **your** death) and **us** may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

SECTION 7 – MAKING A CLAIM

To make a claim under the policy **you** must contact **us** on the details below:

By post:

Direct Car Excess Claims,
The AIG Building,
2-8 Altyre Road,
Croydon,
CR9 2LG

Phone: 0345 850 9092

E-mail: excessclaims@aig.com

Please note

All claims must be notified as soon as it is reasonably practical after the event which causes **you** to submit a claim.

Late notification of a claim may affect **our** acceptance of a claim or result in the amount **we** pay being reduced.

In the event of a legal liability claim, **you** must not settle, reject, negotiate or agree to pay any claim without **our** written permission.

You can find our claim form and the list of documents required to support **your** claim on our website at www.direct-carexcess.co.uk. Alternatively, the Direct Car Excess

Claims Team are open Monday to Friday between 9:15am and 5pm. A claim form can be sent to **you** as soon as **you** tell **us** about **your** claim.

We will ask **you** to complete a claim form and to provide at **your** own expense all reasonable and necessary evidence required by **us** to support a claim. If the information supplied is insufficient, **we** will identify the further information which is required and notify you of these outstanding documents as soon as practical. If **we** do not receive the information **we** need, **we** may reject the claim.

Relevant information is likely to include, but not limited to:

1. A copy of the **car rental agreement**.
2. A copy of the damage receipt (if separate from the **car rental agreement**).
3. If the incident by law requires the attendance of the police, **we** will require a copy of the police report.
4. **Your** copy of the **rental company's** damage report.
5. Invoices, receipts or other documents confirming the amount **you** have paid in respect of the loss or damage for which the **rental company** holds **you** responsible.
6. A copy of **your** credit card statement or other proof of payment showing payment of the damages claimed.
7. For legal liability claims, all correspondence **you** may receive from the third party in addition to the documents listed at 1-7 above if applicable.

SECTION 8 – CANCELLATION OF THE POLICY

The policyholder's right to cancel the policy within 14 days of purchase (cancellation period):

If this cover is not suitable for **you** and **you** want to cancel **your policy**, the **policyholder** must contact **us** by phoning **0333 323 0208**, emailing **info@direct-carexcess.co.uk** or by writing to **Direct Car Excess Insurance Customer Services Department, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, United Kingdom, ME14 1JH** within 14 days of buying this **policy** or the date **you** receive **your policy** documents. In line with the conditions below **we** will refund the **premium** the **policyholder** has paid within 30 days of the date the **policyholder** contacts **us** to ask to cancel the **policy**.

If **you** have collected **your rental car** or made a claim before the **policyholder** asks to cancel the **policy** within the 14-day cancellation period, the **policyholder** will not be entitled to a refund of the **premium**.

The policyholder's right to cancel the policy outside the 14-day cancellation period:

If **you** decide this cover is no longer suitable for **you** and **you** want to cancel this **policy** after the 14 day cancellation period, the **policyholder** must contact **us** by phoning **0333 323 0208**, emailing **info@direct-carexcess.co.uk** or by writing to **Direct Car Excess Insurance Customer Services Department, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, United Kingdom, ME14 1JH**. In line with the terms outlined below **we** will refund a proportion of the **premium** the **policyholder** has paid within 30 days of the date the **policyholder** contacts **us** to ask to cancel the **policy**.

If **you** have not collected **your rental car** or made a claim before the **policyholder** asks to cancel the **policy**, the **policyholder** will be entitled to a proportionate refund of the **premium** paid.

Our right to cancel the policy

We have the right to cancel this **policy** by giving at least 30 days' notice in writing to the **policyholder** at their last known address where **we** have valid reasons for doing so.

Valid reasons include but are not limited to:

- (a) any failure by the **policyholder** to pay the **premium**;
- (b) failure to comply with the General Conditions in Section 6 on pages 12 - 13 of this **policy**. **We** may cancel where the failure is incapable of remedy or the **policyholder** fails to remedy within 14 days of receiving written notice from **us** requiring the **policyholder** to remedy the breach. If the **policyholder** pays the **premium** in advance on an annual basis, provided a claim has not been made during the **period of insurance**, the **policyholder** will receive a proportionate refund of the **premium** paid from the effective cancellation date following the expiry of the 30 days' notice; and/or
- (c) where there is evidence of fraud.

Important Information

No person other than the **policyholder** and **us** has the right to cancel this **policy**. The **policyholder** is responsible for promptly telling other **insured persons** that the **policy** has been cancelled.

SECTION 9 – OUR COMMITMENT TO YOU

We believe you deserve courteous, fair and prompt service. If there is an occasion when **our** service does not meet your expectations, please contact **us** using the appropriate contact details below, providing the **policy**/claim number and the name of the **policyholder/insured person** to help us deal with your comments quickly.

The Customer Relations Team can be contacted as follows:

In writing: Customer Relations Team, American International Group UK Limited,
The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG
Telephone: 0800 012 1301 or +44 (0)20 8649 6666
(if calling from overseas)
Lines are open Monday to Friday 9.15am – 5pm, excluding public holidays.
The Customer Relations Team free call number may not be available from outside the UK – so please call us from abroad on +44 (0)20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.
E-mail: uk.customer.relations@aig.com
Online: <http://www.aig.co.uk/your-feedback>

We operate a comprehensive complaint process and will do our best to resolve any issue you may have as quickly as possible. On occasions however, we may require up to 8 weeks to provide you with a resolution. We will send you information outlining this process whilst keeping you informed of our progress.

If we are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Call: +44 (0)800 023 4567 or +44 (0)300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect your rights to take legal action.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If **we** are unable to meet **our** financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (freephone) on 0800 678 1100 or +44 (0)20 7741 4100.

SECTION 10 – LEGAL, REGULATORY & OTHER INFORMATION

Data Protection

How we use personal information

American International Group UK limited is committed to protecting the privacy of customers, claimants and other business contacts.

“Personal Information” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, Market research and analysis

To opt-out of marketing communications contact **us** by e-mail at: opt-out@aig.com or by writing to: Marketing Preference Team, Riverside Underwriting Limited, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, United Kingdom, ME14 1JH. If **you** opt-out **we** may still send **you** other important communications, e.g. communications relating to administration of **your** insurance **policy** or claim

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator.

Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.co.uk/privacy-policy> or you may request a copy by writing to: Data Protection Officer, American International Group UK limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. or by email at: dataprotectionofficer.uk@aig.com.

Law and Jurisdiction

This **policy** will be governed by English law. **We** and the **policyholder** agree to submit to the exclusive jurisdiction of the courts of England and Wales to determine any dispute arising under or in connection with it, unless the **policyholder** resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the **policyholder** and **us** before the **effective date**.

The terms and conditions of this **policy** will only be available in English and all communication relating to this **policy** will be in English.

Economic Sanctions

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose **us**, **our** parent company or **our** ultimate controlling entity to any penalty under any sanctions law or regulation.

IMPORTANT CONTACT DETAILS

CUSTOMER SERVICE

Phone: 0333 323 0208

E-mail: info@direct-carexcess.co.uk

Phone lines are open Monday to Friday between 9am and 5pm

CLAIMS – Direct Car Excess Insurance Claims

Address: The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG

Phone: 0345 850 9092

E-mail: excessclaims@aig.com

The claims department are open Monday to Friday between 9:15am and 5pm.

SALES – Direct Car Excess Insurance

Website: www.direct-carexcess.co.uk

Phone: 0333 323 0208

Phone lines are open Monday to Friday between 9am and 5pm

COMPLAINTS – Customer Relations Team

Address: The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG

Phone: 0800 012 1301 or +44 (02)20 8649 6666 (if calling from overseas)

E-mail: uk.customer.relations@aig.com

The Customer Relations Team is open Monday to Friday between 9:15am and 5pm.



American International Group UK Limited
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www.aig.co.uk

American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk/>).

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